

Memorandum of Understanding
Between
The City of Riverside
AND
Riverside Police Officers Association
Police Supervisory Unit

This Memorandum of Understanding (MOU) is entered into between the City of Riverside (City) and the Riverside Police Officers Association Police Supervisory Unit (RPOA/SU), pursuant to the provisions of the Meyers-Milius-Brown Act. Upon approval and execution of this agreement by both parties, including ratification by the employees and approval of the City Council, this entire Memorandum of Understanding shall be effective from July 1, 2004 and continue in effect up to and including June 30, 2006. Provisions of this MOU were ratified on December 22, 2004, and terms and conditions were approved by Council on January 11, 2005.

This MOU is entered into with reference to the following facts:

- A. Representatives for the City and the RPOA/SU have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee members represented by the RPOA/SU.
- B. The management representatives and the representatives of the RPOA/SU have reached an understanding as to certain recommendations to be made to the City Council for the City of Riverside and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will provide for the changes in wages, hours fringe benefits and others terms and conditions of employment contained in these joint recommendations. Furthermore a comprehensive MOU documenting all terms and conditions between the City and the RPOA/SU shall be forthcoming for Council action after both parties have reviewed it in its entirety and agreed on its content.

Therefore, the representatives of the City and the RPOA/SU agree as follows:

The parties hereto shall jointly recommend to the City Council of the City of Riverside that one or more salary resolutions be adopted effectuating the following changes in salaries, fringe benefits and others terms of employment for the employees in the RPOA bargaining unit.

1. Salaries

- A. First Year: FY 2004/2005. Salaries shall be increased by 3% effective July 2, 2004.
- B. Second Year: FY 2005/2006. Salaries shall be increased by 3% effective July 1, 2005.

2. Insurance

- A. The City shall increase health contributions to \$585/mo for the two party rate and \$655/mo for the family rate effective July 2004.
- B. The City shall increase health contributions to \$635/mo for the two party rate and \$755/mo for the family rate effective January 2006.
- C. The City and the RPOA will develop a process (such as the Insurance Advisory Committee) to review and thereafter complete a review of retiree health savings account options. Once completed, the parties may jointly agree to present proposals to City Council for consideration.

3. Holiday

Effective July 1, 2005, holiday time will be credited based on shift hours. This means, for example, that an employee assigned a 10 hour shift shall receive 10 hours holiday time credit, and an employee assigned a 12 hour shift shall receive 12 hours holiday time credit. Similarly, an employee on a 10 hour work day authorized to be off on a holiday shall be considered as having worked 10 hours on the holiday.

4. Release Time

The City will grant release time of 20 hours per year for the Association President or designee.

5. Compensatory Time

- A. Banking overtime hours worked as compensatory time or being paid as cash overtime shall be the exclusive election of the employee.
- B. The Compensatory Time Off bank (CTO) cap is raised to 120 hours. The end of year pay off to 42 hours still applies.

6. Administrative Time

While on Administrative Time Off (aka Administrative Leave or Administrative Suspension), an employee shall not be forced to use vacation and holiday time. However, an employee placed on Administrative Time Off with a previously approved vacation shall be permitted to take such vacation (using the employee's vacation bank) without restriction unless the Police Chief determines that the nature of the investigation concerning the employee, if any, requires the employee to remain reasonably available to respond to the police department and the Chief rescinds the approved vacation in his written suspension notice to the employee with specific reasons stated therefore. In such case, the employee shall be permitted to take his/her vacation immediately upon return to regular duties.

7. Acting Watch Commander

Sergeants acting as Watch Commander shall receive the full value of top step Lieutenant pay.

8. Deferred Compensation

The City's contribution shall be increased by \$45.00 per month to a total of \$145.00 per month.

9. Pay Differential Study

The parties agree to establish a study group comprised of bargaining unit, police management and human resources representatives to research sergeant pay differential and pay incentives of comparable agencies. This study is to be completed by September 30, 2005. The parties agree to reopen negotiations within thirty (30) days thereafter to discuss the results and potential implementation of pay inequities.

10. Tuition Reimbursement

The City agrees to increase tuition reimbursement by \$500.00 to a maximum of \$1,500.00 annually. The parties adopt the present City Education Reimbursement Program for incorporation herein, except that the program is not subject to final approval upon the availability of budgeted funds.

11. 4/10 Work Week

Sergeants in all assignments shall be assigned a four/ten work week (memorializing the present practice). The half hour unpaid lunch rule for non-uniformed sergeants is deleted, thereby providing for a working lunch daily.

12. Annual Vacation Buy-Down

Supervisors may annually buy-down up to 120 hours of vacation time elected in January for payment in November. Such election must be made during January of each year but may be rescinded at any time prior to November 1.

13. Sergeant's Administrative Time

Sergeants shall be paid one-half hour at their normal overtime rate for each day worked as compensation for roll call preparation. Although the parties agree that such roll call preparation is estimated to take an average of thirty minutes daily, there is no requirement of a sergeant to arrive ½ hour early for each shift, or to remain ½ hour after the shift in order to receive this benefit. The overtime is to be paid on top of (in addition to) other overtime hours worked. The overtime is considered to begin at the sergeants' normally scheduled end of watch. All patrol sergeants shall receive this overtime for each shift worked.

14. Special Assignment Transfers

The Police Department is presently rewriting its departmental transfer policy for special assignments. The parties agree to meet and confer over the transfer policy prior to implementation. The transfer policy will address the preference that sergeants leaving a special assignment (rotating out) will return to patrol for one year prior to moving to another special assignment, attempting to avoid sergeants being transferred from one special assignment to another.

15. Peer Investigations

Lieutenants will investigate sergeants who initiate pursuits, use of force, traffic collisions and the like, excluding investigations conducted by Internal Affairs. There will no longer be peer-to-peer investigations of sergeants by another sergeant in such cases; patrol lieutenants are to conduct these investigations.

16. Personnel Complaints

The parties agree to establish a group comprised of bargaining unit representatives and representatives of the Police Chief's office to draft a new/revised policy concerning delegation of investigations of personnel complaints. The parties will thereafter meet and confer over such new policy prior to implementation. The policy is to incorporate a common sense approach to the division of investigations of personnel complaints and related internal affairs investigations between patrol and the internal affairs division. The purpose is to reduce the amount of time patrol sergeants spend investigating personnel complaints while relieving internal affairs sergeants of routine investigations. The policy shall include a prohibition against conducting personnel complaints by patrol and then forwarding such complaints to internal affairs for another or further investigation. Also, patrol sergeants will not investigate another sergeant's alleged misconduct.

17. On-Call Pay

Sergeants will receive pay equity to officers they supervise in units which are on-call. In other words, sergeants who are placed in an on-call status shall or if one or more members of the sergeant's unit is on call, the sergeant shall receive like on-call pay for actual on-call duty.

18. Take Home Cars


Presently sergeants in non-uniformed assignments take city-assigned vehicles home because they are subject to being on call or to supervise employees who are on call. The City will continue to permit sergeants to take home City cars under the present practice. The City recognizes that this is a benefit and a subject to

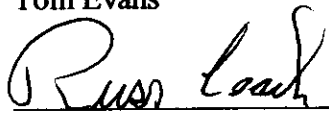
meet-and-confer should the City believe a change to the practice is warranted. However, no re-opener is intended hereby.

19. Other Terms & Conditions

- A. Until such time as the parties implement a Comprehensive M.O.U., all terms and conditions of predecessor MOUs, their Amendments, side letters, and other jointly executed writings describing the terms and conditions of employment shall remain in full force and effect through the term of this MOU except as expressly modified by this MOU.
- B. The parties agree that, following execution of this agreement, neither side may change the terms and conditions of employment during the term of this MOU. Further, that this MOU as described in paragraph 19A above is the total and sole expression of the terms and conditions of employment between the parties, none of which are subject to reopening or further negotiations or modification except as expressly authorized herein.
- C. References herein to "The City," "management representatives," and "representatives of the City" are intended to also refer to the Riverside Police Department and the Chief of Police.

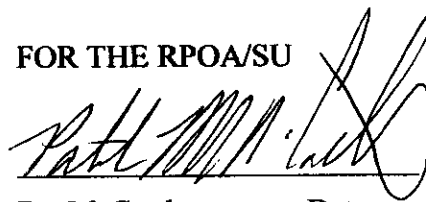
FOR THE CITY

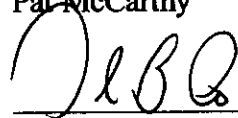
 4/26/05
Tom Evans Date

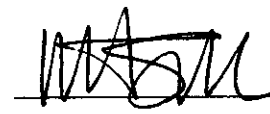
 5-6-05
Russ Leach Date

 4-26-05
Arturo J. Alcaraz Date

FOR THE RPOA/SU


Pat McCarthy Date

 4-26-05
Dave Amador Date

 4-26-05
Michael D. Lackie Date